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CONSENT AGENDA**

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February 24-25, 2021
Austin, Texas

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FACILITIES PLANNING AND CONSTRUCTION COMMITTEE

No items for Consent Agenda

MEETING OF THE BOARD

1. Minutes - U. T. System Board of Regents: Approval of Minutes of the regular meeting held November 18-19, 2020; and the special called meeting held December 21, 2020

AUDIT, COMPLIANCE, AND RISK MANAGEMENT COMMITTEE

No items for Consent Agenda

FINANCE AND PLANNING COMMITTEE

2. Contract (funds going out) - U. T. System: Huron Consulting Services LLC to continue hosting online Effort Certification and Reporting Tool (ECRT) software

Agency: Huron Consulting Services LLC (Huron)

Funds: \$1,892,000

Period: January 1, 2021 through December 31, 2023; subject to any affected U. T. institution terminating its participation earlier, at will, on 30 days' notice to Huron

Description: On November 9, 2007, the Board approved a U. T. System contract to license Huron's Effort Certification and Reporting Tool (ECRT) software for use by U. T. institutions. The software supports compliance with federal regulations on reporting time and effort expended by faculty and staff on research projects and in other professional activities (teaching, patient care, etc.).

The ECRT software was initially hosted at U. T. M. D. Anderson Cancer Center. In October 2011, U. T. System transferred ECRT hosting responsibilities to Huron. On May 14, 2015, the Board approved the expenditure of up to \$1,300,000 to pay aggregate fees from inception of the hosting agreement through calendar year 2015. On May 12, 2016, the Board approved an extension of the Agreement through calendar year 2017, subject to a cap on aggregate hosting fees of \$2,000,000. For reasons indicated below, the extension for calendar year 2017 was not executed.

The 2011 transfer of ECRT hosting responsibilities to Huron was based on a sole source justification. In the interim, other potential providers of ECRT hosting services were identified, and U. T. System conducted a competitive procurement for these services for 2016 and beyond. However, in the course of this procurement, it became apparent that, because of a change in federal regulations, alternative means of compliance had become available that could eliminate the need for the ECRT software. As a result, U. T. System terminated the procurement, while the institutions pursued adoption of the alternative means of compliance.

In subsequent detailed investigations, most U. T. institutions have concluded that, for the time being, they lack the ability to adopt the alternative means, and thus have a continuing need for the ECRT software. It is not entirely clear how long each institution will require ongoing access to the software, so U. T. System has negotiated with Huron to allow access through calendar year 2023, subject to each institution having the flexibility to terminate its participation earlier, as needed.

While no further license fees are payable under the ECRT Systemwide site license purchased in 2007, U. T. institutions continuing to use the ECRT software will need to purchase ongoing software support and maintenance and related services under the license agreement. The amount projected above in "Funds" represents the maximum fees payable for all services, including hosting, related to ongoing use of the ECRT software by all affected institutions for calendar years 2021 through 2023. Aggregate fees through calendar year 2020 under the license agreement and hosting services agreement total \$6,000,000 and \$2,400,000, respectively.

3. Contract (funds going out) - U. T. System: Amendment to Agreement with Everfi, Inc., to continue providing training courses, including web-based alcohol education and sexual assault prevention services

Agency: Everfi, Inc.

Funds: \$1,917,106

Period: December 17, 2020 through March 31, 2023

Description: Everfi, Inc., provides students, faculty, and staff of U. T. institutions with a variety of training courses, including web-based alcohol education and sexual assault prevention services. The original contract was competitively bid and did not require Board approval as the contract amount did not exceed the delegated threshold. The First Amendment added the health institutions, expanded available courses, extended the end date of the Agreement, and was approved by the Board on May 1, 2018. This Second Amendment to the Agreement sets annual payments for services for an additional two years ending March 31, 2023.

4. Contract (funds going out) - U. T. System: IHS Global Inc. to provide oil and gas market information, analytics, software, and data management services

Agency: IHS Global Inc.

Funds: \$4,248,612

Period: November 30, 2020 through November 30, 2027

Description: This Master Agreement supports three separate order forms related to oil and gas market information, analytics, software, and data management services. The supported order forms are:
1) Oil Price Information Service, LLC (OPIS) by IHS Markit;
2) IHS Markit Data/Kingdom; and
3) IHS Market EDM for Energy

5. Request for Budget Change - U. T. System: Transfer \$1,760,000 from Oracle Maintenance Agreement - Unappropriated Balance to Oracle Maintenance Agreement - Operating Expenses to cover costs associated with the Arlington Data Center (RBC No. 11519) -- amendment to the 2020-2021 budget

6. Real Estate Report - U. T. System: Summary Report of Separately Invested Assets Managed by U. T. System

**THE UNIVERSITY OF TEXAS SYSTEM
SEPARATELY INVESTED ASSETS
Managed by U. T. System
Summary Report at November 30, 2020**

	FUND TYPE							
	Current Purpose Restricted		Endowment and Similar Funds		Annuity and Life Income Funds		TOTAL	
	Book	Market	Book	Market	Book	Market	Book	Market
Land and Buildings:								
Ending Value 08/31/2020	\$ 3,209,841	\$ 18,956,474	\$ 97,801,285	\$ 472,430,764	\$ 137,270	\$ 221,232	\$ 101,148,396	\$ 491,608,470
Increase or Decrease	(86)	(1,026)	123,000	(1,271,635)	-	-	122,914	(1,272,661)
Ending Value 11/30/2020	<u>\$ 3,209,755</u>	<u>\$ 18,955,448</u>	<u>\$ 97,924,285</u>	<u>\$ 471,159,129</u>	<u>\$ 137,270</u>	<u>\$ 221,232</u>	<u>\$ 101,271,310</u>	<u>\$ 490,335,809</u>
Other Real Estate:								
Ending Value 08/31/2020	\$ -	\$ -	\$ 6	\$ 6	\$ -	\$ -	\$ 6	\$ 6
Increase or Decrease	-	-	-	-	-	-	-	-
Ending Value 11/30/2020	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 6</u>	<u>\$ 6</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 6</u>	<u>\$ 6</u>

Report prepared in accordance with Sec. 51.0032 of the *Texas Education Code*. Details of individual assets by account furnished on request.

Note: Surface estates are managed by the U. T. System Real Estate Office. Mineral estates are managed by U. T. System University Lands. The royalty interests received from the Estate of John A. Jackson for the John A. and Katherine G. Jackson Endowed Fund in Geosciences are managed by the U. T. Austin Geology Foundation, with the assistance of the Bureau of Economic Geology.

ACADEMIC AFFAIRS COMMITTEE

7. Contract (funds coming in) - U. T. Arlington: Lockheed Martin Corporation to provide for a College Work Experience Program

Agency: Lockheed Martin Corporation

Funds: The contract has the potential to reach \$5,202,400; initial \$102,400 payment for start-up costs and a billable rate cap of \$1,700,000 per year

Period: October 15, 2020 through October 14, 2021; with option for two additional one-year terms

Description: Collaboration Agreement between U. T. Arlington's Career Development Center and Lockheed Martin Corporation. Students will be hired by the Career Development Center, through the College Work Experience Program, to fill internship positions at Lockheed Martin, primarily in the fields of engineering and business. Lockheed Martin will pay a billable rate to U. T. Arlington for each hour worked by an intern. The billable rate will cover the student's pay and the administrative costs of running the program. Students will receive valuable experience and potentially greater job opportunities after graduation.

8. Foreign Contract (funds coming in) - U. T. Austin: Jimei University to provide students for study abroad at U. T. Austin

Agency: Jimei University

Funds: \$4,500 per student

Period: February 25, 2021 through December 10, 2023

Description: U. T. Austin's Texas Global, the institution's central home for international students and international engagement efforts, will receive students from Jimei University in China for a study abroad program at U. T. Austin.

9. Foreign Contract (funds coming in) - U. T. Austin: Changshu Institute of Technology to provide students for study abroad at U. T. Austin

Agency: Changshu Institute of Technology

Funds: \$4,500 per student

Period: February 25, 2021 through December 10, 2023

Description: U. T. Austin's Texas Global, the institution's central home for international students and international engagement efforts, will receive students from Changshu Institute of Technology in China for a study abroad program at U. T. Austin.

10. Request for Budget Change - U. T. Austin: Transfer \$11,772,880 from Reserve - AUF - Instruction - Allocation for Budget Adjustments and Reserve - AUF - Instruction - Allotment, Unallocated, and Reserve to Project Management and Construction Services (PCMS) - Repair and Renovation R&R - Allocated for Budget for repairs and renovations to buildings tied to planned capital improvement projects and focus on major system replacements including HVAC and electrical systems (RBC No. 11511) -- amendment to the 2020-2021 budget

11. Request for Budget Change - U. T. Austin: New Hires with Tenure -- amendment to the 2020-2021 budget

The following Requests for Budget Changes (RBC) have been administratively approved by the Chancellor and the Executive Vice Chancellor for Academic Affairs and are recommended for approval by the U. T. System Board of Regents:

Description	Effective Date	% Time	Full-time Salary		RBC #
			No. Mos.	Rate \$	
McCombs School of Business					
Department of Accounting					
Associate Professor					
Urooj Khan (T)	1/1-5/31	100	09	270,000	11529
College of Education					
Department of Kinesiology and Health Education and Department of Educational Psychology					
Professor					
Seth Schwartz (T)	1/16-5/31	100	09	165,000	11518
Cockrell School of Engineering					
Department of Aerospace Engineering and Engineering Mechanics					
Professor					
John-Paul Clarke (T)	1/16-5/31	100	09	205,000	11514
College of Liberal Arts					
Department of Government					
Professor					
Daniel Nielson (T)	1/16-5/31	100	09	265,000	11517
College of Natural Sciences					
Department of Computer Science					
Professor					
Kenneth McMillan (T)	1/16-5/31	100	09	230,000	11516
Department of Nutritional Sciences					
Professor					
James Fleet (T)	1/16-5/31	100	09	168,750	11515

12. Employment Agreement - U. T. Austin: Approval of terms of Employment Agreement for new Head Football Coach Steve Sarkisian and related Professional Services and License Agreement with to-be-named Limited Liability Company

The following Head Football Coach Employment Agreement and related Professional Services and License Agreement with a to-be-named Limited Liability Company are recommended for approval by the U. T. System Board of Regents by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel. The terms of the Agreement were previously reviewed pursuant to Regents' *Rules and Regulations*, Rule 10501, Section 2.2.12(a). If the Agreements are approved, total compensation for the contract period for Steve Sarkisian will be in excess of \$1 million. The Agreements reference the Constitution and Bylaws of the National Collegiate Athletic Association, any intercollegiate athletic conference of which The University of Texas at Austin is a member, the Regents' *Rules and Regulations*, and the policies of The University of Texas at Austin. A violation of the provisions of such constitution, bylaws, rules, regulations, or policies may be grounds for suspension without pay and/or dismissal.

Proposed: **Guaranteed compensation:**

Total Annual Salary and Payment to to-be-named LLC:
Contract Year 1: \$5,200,000
Contract Year 2: \$5,400,000
Contract Year 3: \$5,600,000
Contract Year 4: \$5,800,000
Contract Year 5: \$6,000,000
Contract Year 6: \$6,200,000

The University will pay a portion of the guaranteed compensation directly to a to-be-named Limited Liability Company; the amount and timing of such payment shall be agreed upon by Head Football Coach, the LLC, and U. T. Austin and reflect the parties' mutual interests.

Automobile: Two dealer cars

Club membership: In accordance with Athletics Department's policies and procedures, and based on availability and business need

Private Airplane Use: University to provide 20 hours of private aircraft flight time for personal use each year and unused hours will not carryover

Relocation and Temporary Housing Allowance: \$250,000

Tickets available upon request:
One suite for all home football games
Six tickets to all other home men's sports
Six tickets to all home women's sports

Assumption of Previous Contractual Obligation: U. T. Austin will make a one-time payment to Head Coach's previous employer to satisfy a contractual obligation owed as a result of the voluntary termination of Head Coach's previous employment agreement. U. T. Austin agrees to make Head Coach whole for any tax liability incurred as a result of such payment.

Nonguaranteed compensation:

Special one-time payment of \$1,200,000 on December 31, 2024 upon continued employment

Sports Camps and Clinics: In accordance with Athletics Department's policies and procedures and determined by the Vice President and Athletics Director

Incentives:

Team performance incentives: maximum of \$675,000 annually

National Coach of the Year: \$100,000 annually

Conference Coach of the Year: \$50,000 annually

Source of Funds: Intercollegiate Athletics

Period: January 2, 2021 through December 31, 2026

13. Employment Agreement - U. T. Austin: Approval of terms of Employment Agreement for new Offensive Coordinator/Offensive Line Football Coach Kyle Flood

The following Offensive Coordinator/Offensive Line Football Coach Employment Agreement is recommended for approval by the U. T. System Board of Regents by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel. The terms of the Agreement were previously reviewed pursuant to Regents' *Rules and Regulations*, Rule 10501, Section 2.2.12(a). If the Agreement is approved, total compensation for the contract period for Kyle Flood will be in excess of \$1 million. The Agreement references the Constitution and Bylaws of the National Collegiate Athletic Association, any intercollegiate athletic conference of which The University of Texas at Austin is a member, the Regents' *Rules and Regulations*, and the policies of The University of Texas at Austin. A violation of the provisions of such constitution, bylaws, rules, regulations, or policies may be grounds for suspension without pay and/or dismissal.

Proposed: **Guaranteed compensation:**

Annual Salary:

Contract Year 1: \$1,100,000

Contract Year 2: \$1,175,000

Contract Year 3: \$1,250,000

Automobile: One dealer car

Club membership: In accordance with Athletics Department's policies and procedures, and based on availability and business need

Relocation and Temporary Housing Allowance: \$29,000

Tickets: In accordance with Athletics Department's policies and procedures, and based on availability

Nonguaranteed compensation:

Sports Camps and Clinics: In accordance with Athletics Department's policies and procedures and determined by the Head Coach and Vice President and Athletics Director

Incentives:

Team performance incentives: maximum of 19% of that year's annual salary

Source of Funds: Intercollegiate Athletics

Period: January 14, 2021 through February 29, 2024

14. Employment Agreement - U. T. Austin: Approval of terms of Employment Agreement for new Special Teams Coordinator/Tight Ends Football Coach Jeff Banks

The following Special Teams Coordinator/Tight Ends Football Coach Employment Agreement is recommended for approval by the U. T. System Board of Regents by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel. The terms of the Agreement were previously reviewed pursuant to Regents' *Rules and Regulations*, Rule 10501, Section 2.2.12(a). If the Agreement is approved, total compensation for the contract period for Jeff Banks will be in excess of \$1 million. The Agreement references the Constitution and Bylaws of the National Collegiate Athletic Association, any intercollegiate athletic conference of which The University of Texas at Austin is a member, the Regents' *Rules and Regulations*, and the policies of The University of Texas at Austin. A violation of the provisions of such constitution, bylaws, rules, regulations, or policies may be grounds for suspension without pay and/or dismissal.

Proposed:

Guaranteed compensation:

Annual Salary:

Contract Year 1: \$1,000,000

Contract Year 2: \$1,050,000

Contract Year 3: \$1,100,000

Automobile: One dealer car

Club membership: In accordance with Athletics Department's policies and procedures, and based on availability and business need

Relocation and Temporary Housing Allowance: \$29,000

Tickets: In accordance with Athletics Department's policies and procedures, and based on availability

Assumption of Previous Contractual Obligation: U. T. Austin will make a one-time payment to Special Teams Coordinator/Tight Ends Football Coach's previous employer to satisfy a contractual obligation owed as a result of the voluntary termination of Special Teams Coordinator/Tight Ends Football Coach's previous employment agreement. U. T. Austin agrees to make Special Teams Coordinator/Tight Ends Football Coach whole for any tax liability incurred as a result of such payment.

Nonguaranteed compensation:

Sports Camps and Clinics: In accordance with Athletics Department's policies and procedures and determined by the Head Coach and Vice President and Athletics Director

Incentives:

Team performance incentives: maximum of 19% of that year's annual salary

Source of Funds: Intercollegiate Athletics

Period: January 14, 2021 through February 29, 2024

15. Employment Agreement - U. T. Austin: Approval of terms of Employment Agreement for new Defensive Line Football Coach Bo Davis

The following Defensive Line Football Coach Employment Agreement is recommended for approval by the U. T. System Board of Regents by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel. The terms of the Agreement were previously reviewed pursuant to Regents' *Rules and Regulations*, Rule 10501, Section 2.2.12(a). If the Agreement is approved, total compensation for the contract period for Bo Davis will be in excess of \$1 million. The Agreement references the Constitution and Bylaws of the National Collegiate Athletic Association, any intercollegiate athletic conference of which The University of Texas at Austin is a member, the Regents' *Rules and Regulations*, and the policies of The University of Texas at Austin. A violation of the provisions of such constitution, bylaws, rules, regulations, or policies may be grounds for suspension without pay and/or dismissal.

Proposed: **Guaranteed compensation:**

Annual Salary:

Contract Year 1: \$875,000

Contract Year 2: \$900,000

Contract Year 3: \$925,000

Automobile: One dealer car

Club membership: In accordance with Athletics Department's policies and procedures, and based on availability and business need

Relocation and Temporary Housing Allowance: \$29,000

Tickets: In accordance with Athletics Department's policies and procedures, and based on availability

Nonguaranteed compensation:

Sports Camps and Clinics: In accordance with Athletics Department's policies and procedures and determined by the Head Coach and Vice President and Athletics Director

Incentives:

Team performance incentives: maximum of 19% of that year's annual salary

Source of Funds: Intercollegiate Athletics

Period: January 12, 2021 through February 29, 2024

16. Employment Agreement - U. T. Austin: Approval of terms of Employment Agreement for new Safeties Football Coach Blake Gideon

The following Safeties Football Coach Employment Agreement is recommended for approval by the U. T. System Board of Regents by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel. The terms of the Agreement were previously reviewed pursuant to Regents' *Rules and Regulations*, Rule 10501, Section 2.2.12(a). If the Agreement is approved, total compensation for the contract period for Blake Gideon will be in excess of \$1 million. The Agreement references the Constitution and Bylaws of the National Collegiate Athletic Association, any intercollegiate athletic conference of which The University of Texas at Austin is a member, the Regents' *Rules and Regulations*, and the policies of The University of Texas at Austin. A violation of the provisions of such constitution, bylaws, rules, regulations, or policies may be grounds for suspension without pay and/or dismissal.

Proposed:

Guaranteed compensation:

Annual Salary:

Contract Year 1: \$400,000

Contract Year 2: \$425,000

Automobile: One dealer car

Club membership: In accordance with Athletics Department's policies and procedures, and based on availability and business need

Relocation and Temporary Housing Allowance: \$29,000

Tickets: In accordance with Athletics Department's policies and procedures, and based on availability

Assumption of Previous Contractual Obligation: U. T. Austin will make a one-time payment to Safeties Football Coach's previous employer to satisfy a contractual obligation owed as a result of the voluntary termination of Safeties Football Coach's previous employment agreement. U. T. Austin agrees to make Safeties Football Coach whole for any tax liability incurred as a result of such payment.

Nonguaranteed compensation:

Sports Camps and Clinics: In accordance with Athletics Department's policies and procedures and determined by the Head Coach and Vice President and Athletics Director

Incentives:

Team performance incentives: maximum of 19% of that year's annual salary

Source of Funds: Intercollegiate Athletics

Period: January 11, 2021 through February 28, 2023

17. Employment Agreement - U. T. Austin: Approval of terms of Employment Agreement for new Pass Game Coordinator/Secondary Football Coach Terry Joseph

The following Pass Game Coordinator/Secondary Football Coach Employment Agreement is recommended for approval by the U. T. System Board of Regents by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel. The terms of the Agreement were previously reviewed pursuant to Regents' *Rules and Regulations*, Rule 10501, Section 2.2.12(a). If the Agreement is approved, total compensation for the contract period for Terry Joseph will be in excess of \$1 million. The Agreement references the Constitution and Bylaws of the National Collegiate Athletic Association, any intercollegiate athletic conference of which The University of Texas at Austin is a member, the Regents' *Rules and Regulations*, and the policies of The University of Texas at Austin. A violation of the provisions of such constitution, bylaws, rules, regulations, or policies may be grounds for suspension without pay and/or dismissal.

Proposed:

Guaranteed compensation:

Annual Salary:

Contract Year 1: \$750,000

Contract Year 1: \$800,000

Automobile: One dealer car

Club membership: In accordance with Athletics Department's policies and procedures, and based on availability and business need

Relocation and Temporary Housing Allowance: \$29,000

Tickets: In accordance with Athletics Department's policies and procedures, and based on availability

Assumption of Previous Contractual Obligation: U. T. Austin will make a one-time payment to Pass Game Coordinator/Secondary Football Coach's previous employer to satisfy a contractual obligation owed as a result of the voluntary termination of Pass Game Coordinator/Secondary Football Coach's previous employment agreement. U. T. Austin agrees to make Pass Game Coordinator/Secondary Football Coach whole for any tax liability incurred as a result of such payment.

Nonguaranteed compensation:

Sports Camps and Clinics: In accordance with Athletics Department's policies and procedures and determined by the Head Coach and Vice President and Athletics Director

Incentives:

Team performance incentives: maximum of 19% of that year's annual salary

Source of Funds: Intercollegiate Athletics

Period: January 12, 2021 through February 28, 2023

18. Employment Agreement - U. T. Austin: Approval of terms of Employment Agreement for new Director of Football Performance/Head Strength Football Coach Torre Becton

The following Director of Football Performance/Head Strength Football Coach Employment Agreement is recommended for approval by the U. T. System Board of Regents by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel. The terms of the Agreement were previously reviewed pursuant to Regents' *Rules and Regulations*, Rule 10501, Section 2.2.12(a). If the Agreement is approved, total compensation for the contract period for Torre Becton will be in excess of \$1 million. The Agreement references the Constitution and Bylaws of the National Collegiate Athletic Association, any intercollegiate athletic conference of which The University of Texas at Austin is a member, the Regents' *Rules and Regulations*, and the policies of The University of Texas at Austin. A violation of the provisions of such constitution, bylaws, rules, regulations, or policies may be grounds for suspension without pay and/or dismissal.

Proposed: **Guaranteed compensation:**

Annual Salary:

Contract Year 1: \$500,000

Contract Year 2: \$525,000

Automobile: One dealer car

Club membership: In accordance with Athletics Department's policies and procedures, and based on availability and business need

Relocation and Temporary Housing Allowance: \$29,000

Tickets: In accordance with Athletics Department's policies and procedures, and based on availability

Nonguaranteed compensation:

Sports Camps and Clinics: In accordance with Athletics Department's policies and procedures and determined by the Head Coach and Vice President and Athletics Director

Incentives:

Team performance incentives: maximum of 19% of that year's annual salary

Source of Funds: Intercollegiate Athletics

Period: January 11, 2021 through February 28, 2023

19. Employment Agreement - U. T. Austin: Approval of terms of Employment Agreement for new Defensive Coordinator/Outside Linebackers Football Coach Pete Kwiatkowski and related Professional Services and License Agreement with PK Enterprises, LLC

The following Defensive Coordinator/Outside Linebackers Football Coach Employment Agreement and related Professional Services and License Agreement with PK Enterprises, LLC, are recommended for approval by the U. T. System Board of Regents by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel. The terms of the Agreement were previously reviewed pursuant to Regents' *Rules and Regulations*, Rule 10501, Section 2.2.12(a). If the Agreements are approved, total compensation for the contract period for Pete Kwiatkowski will be in excess of \$1 million. The Agreements reference the Constitution and Bylaws of the National Collegiate Athletic Association, any intercollegiate athletic conference of which The University of Texas at Austin is a member, the Regents' *Rules and Regulations*, and the policies of The University of Texas at Austin. A violation of the provisions of such constitution, bylaws, rules, regulations, or policies may be grounds for suspension without pay and/or dismissal.

Proposed:

Guaranteed compensation:

Total Annual Salary and Payment to PK Enterprises, LLC:
\$1,700,000 each Contract Year

The University will pay a portion of the guaranteed compensation directly to PK Enterprises, LLC; the amount and timing of such payment shall be agreed upon by Assistant Football Coach, PK Enterprises, LLC, and U. T. Austin and reflect the parties' mutual interests.

Automobile: One dealer car

Club membership: In accordance with Athletics Department's policies and procedures, and based on availability and business need

Relocation and Temporary Housing Allowance: \$29,000

Tickets: In accordance with Athletics Department's policies and procedures, and based on availability

Nonguaranteed compensation:

Sports Camps and Clinics: In accordance with Athletics Department's policies and procedures and determined by the Head Coach and Vice President and Athletics Director

Incentives:

Team performance incentives: maximum of 19% of that year's total annual salary and payment to PK Enterprises, LLC

Source of Funds: Intercollegiate Athletics

Period: January 20, 2021 through February 29, 2024

20. Employment Agreement - U. T. Austin: Approval of terms of Employment Agreement for new Co-Defensive Coordinator/Inside Linebackers Football Coach Jeff Choate

The following Co-Defensive Coordinator/Inside Linebackers Football Coach Employment Agreement is recommended for approval by the U. T. System Board of Regents by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel. The terms of the Agreement were previously reviewed pursuant to Regents' *Rules and Regulations*, Rule 10501, Section 2.2.12(a). If the Agreement is approved, total compensation for the contract period for Jeff Choate will be in excess of \$1 million. The Agreement references the Constitution and Bylaws of the National Collegiate Athletic Association, any intercollegiate athletic conference of which The University of Texas at Austin is a member, the Regents' *Rules and Regulations*, and the policies of The University of Texas at Austin. A violation of the provisions of such constitution, bylaws, rules, regulations, or policies may be grounds for suspension without pay and/or dismissal.

Proposed:

Guaranteed compensation:

Annual Salary:

Contract Year 1: \$500,000

Contract Year 2: \$575,000

Automobile: One dealer car

Club membership: In accordance with Athletics Department's policies and procedures, and based on availability and business need

Relocation and Temporary Housing Allowance: \$29,000

Tickets: In accordance with Athletics Department's policies and procedures, and based on availability

Assumption of Previous Contractual Obligation: U. T. Austin will make a one-time payment to Co-Defensive Coordinator/Inside Linebackers Football Coach's previous employer to satisfy a contractual obligation owed as a result of the voluntary termination of Co-Defensive Coordinator/Inside Linebackers Football Coach's previous employment agreement. U. T. Austin agrees to make Co-Defensive Coordinator/Inside Linebackers Football Coach whole for any tax liability incurred as a result of such payment.

Nonguaranteed compensation:

Sports Camps and Clinics: In accordance with Athletics Department's policies and procedures and determined by the Head Coach and Vice President and Athletics Director

Incentives:

Team performance incentives: maximum of 19% of that year's annual salary

Source of Funds: Intercollegiate Athletics

Period: January 25, 2021 through February 28, 2023

21. Employment Agreement - U. T. Austin: Approval of Restated Employment Agreement for current Wide Receivers Football Coach Andre Coleman

The following Restated Employment Agreement for Wide Receivers Football Coach is recommended for approval by the U. T. System Board of Regents by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel. The terms of the Agreement were previously reviewed pursuant to Regents' *Rules and Regulations*, Rule 10501, Section 2.2.12(a). If the Agreement is approved, total compensation for the contract period for Andre Coleman will be in excess of \$1 million. The Agreement references the Constitution and Bylaws of the National Collegiate Athletic Association, any intercollegiate athletic conference of which The University of Texas at Austin is a member, the Regents' *Rules and Regulations*, and the policies of The University of Texas at Austin. A violation of the provisions of such constitution, bylaws, rules, regulations, or policies may be grounds for suspension without pay and/or dismissal.

Proposed: **Guaranteed compensation:**

Annual Salary:
Contract Year 1: \$450,000
Contract Year 2: \$500,000

Reduced Salary Payment: One-time payment to offset previous \$43,750 salary reduction

Nonguaranteed compensation:

Sports Camps and Clinics: In accordance with Athletics Department's policies and procedures and determined by the Head Coach and Vice President and Athletics Director

Incentives:
Team performance incentives: maximum of 19% of that year's annual salary

Note:

U. T. Austin has proposed extending length of Wide Receivers Football Coach employment for an additional two years. The Agreement sets the new salary for Wide Receivers Coach going forward and also proposes a one-time payment to offset a previous temporary reduction in salary. The Agreement also incorporates U. T. Austin's change in the method of calculating performance incentives to be based on a percentage of then applicable annual base salary, rather than a fixed amount.

Source of Funds: Intercollegiate Athletics

Period: February 1, 2021 through February 28, 2023

22. Employment Agreement - U. T. Austin: Approval of Restated Employment Agreement for current Running Game Coordinator/Running Backs Football Coach Stan Drayton

The following Restated Employment Agreement for Running Game Coordinator/Running Backs Football Coach is recommended for approval by the U. T. System Board of Regents by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel. The terms of the Agreement were previously reviewed pursuant to Regents' *Rules and Regulations*, Rule 10501, Section 2.2.12(a). If the Agreement is approved, total compensation for the contract period for Stan Drayton will be in excess of \$1 million. The Agreement references the Constitution and Bylaws of the National Collegiate Athletic Association, any intercollegiate athletic conference of which The University of Texas at Austin is a member, the Regents' *Rules and Regulations*, and the policies of The University of Texas at Austin. A violation of the provisions of such constitution, bylaws, rules, regulations, or policies may be grounds for suspension without pay and/or dismissal.

Proposed: **Guaranteed compensation:**

Annual Salary: \$650,000

Nonguaranteed compensation:

Sports Camps and Clinics: In accordance with Athletics Department's policies and procedures and determined by the Head Coach and Vice President and Athletics Director

Incentives:

Team performance incentives: maximum of 19% of that year's annual salary

Note:

U. T. Austin has proposed extending length of Running Game Coordinator/Running Backs Football Coach's employment through February 28, 2023, at current annual salary. The Agreement also incorporates U. T. Austin's change in the method of calculating performance incentives to be based on a percentage of then applicable annual base salary, rather than a fixed amount.

Source of Funds: Intercollegiate Athletics

Period: February 1, 2021 through February 28, 2023

23. Approval of Dual Position of Honor, Trust, or Profit - U. T. Dallas: Appointment by Governor Abbott of Jennifer Johnson, Associate Professor of Instruction, as Board Member of the Texas State Board of Public Accountancy

The following item has been approved by the Executive Vice Chancellor for Academic Affairs in accordance with Regents' *Rules and Regulations*, Rule 30103.

It has been determined that the holding of this office or position is of benefit to the State of Texas and The University of Texas at Dallas and that there is no conflict between holding this position and the appointment with the University.

The Board is also asked to find that holding this position is of benefit to the State of Texas and the University and that there is no conflict between the position and the University.

Name:	Jennifer Johnson, CPA
Title:	Associate Professor of Instruction
Position:	Board Member of the Texas State Board of Public Accountancy
Period:	February 1, 2021 through January 31, 2027
Compensation:	The State Board offers members a \$100 per day per diem for days conducting Board Business (i.e., meetings) and for any reimbursable expenses (i.e., travel)
Description:	The Texas State Board of Public Accountancy is statutorily empowered to regulate the practice of accountancy in Texas. Members of the Board work together to adopt rules as necessary to govern its proceedings, perform its duties, regulate the practice of accountancy in Texas, and enforce applicable law.

24. Request for Budget Change - U. T. Permian Basin: New Hire with Tenure -- amendment to the 2020-2021 budget

The following Request for Budget Change (RBC) has been administratively approved by the Chancellor and the Executive Vice Chancellor for Academic Affairs and is recommended for approval by the U. T. System Board of Regents:

Description	Effective Date	% Time	Full-time Salary		RBC #
			No. Mos.	Rate \$	
College of Health Sciences and Human Performance					
Department of Kinesiology					
Chair and Professor					
Moran Sciamama-Saghiv (T)	1/25-5/31	100	09	120,000	11532

25. Lease - U. T. Permian Basin: Authorization to lease approximately 2,500 rentable square feet of space known as Suites 1140A, 1140B, 1140C, 1136, and 1140 located in the Mesa Building at 4901 East University, Odessa, Ector County, Texas, to Follett Higher Education Group, Inc., for use as an on-campus bookstore

Description: Lease of approximately 2,500 rentable square feet known as 1140A, 1140B, 1140C, 1136, and 1140 located in the Mesa Building at 4901 East University, Odessa, Ector County, Texas, for use as an on-campus bookstore

Lessee: Follett Higher Education Group, Inc., an Illinois corporation

Term: Commencing November 20, 2020 and continuing for an initial term of seven years and seven months, expiring on May 31, 2028. Lessee shall have three one-year renewal options. Renewal options are subject to written approval from the U. T. Permian Basin. At any time during the term, either party may elect to terminate the Agreement without cause upon not less than 180 days prior written notice. Upon termination or expiration, U. T. Permian Basin shall pay Lessee the unamortized balance for the Capital investment and Cash Contribution.

Lease Income: Consideration to U. T. Permian Basin includes total rent payments estimated at no less than approximately \$568,750 over the initial term and approximately \$225,000 over all renewal terms. In addition to base rent, revenue from Follett includes an annual royalty fee of 18.1% - 20.1% of each year's adjusted gross revenue with a guaranteed annual minimum of \$40,000, a Capital investment of \$50,000 at the start of year two, a cash contribution of \$25,000, an annual textbook scholarship of \$2,500, and \$5,000 in annual advertising and promotions.

26. Request for Budget Change - U. T. San Antonio: Transfer \$12,494,900 from Mandatory Fees, Statutory Tuition Revenue, Designated Tuition Revenue, and Differential Tuition to Academic Support, Student Services, Auxiliary, Student Financial Aid Set Asides, and Instruction to recognize additional revenue (RBC No. 11528) -- amendment to the 2020-2021 budget

The following Request for Budget Change has been administratively approved by the Chancellor and the Executive Vice Chancellor for Academic Affairs and is recommended for approval by the U. T. System Board of Regents:

Description	\$ Amount	RBC #
<u>Account or Project</u>		
Amount of Transfer:		11528
From: Mandatory Fee	\$8,400,000	
Statutory Tuition Revenue	\$699,700	
Designated Tuition Revenue	\$2,515,600	
Differential Tuition	\$879,600	
To: Academic Support	\$6,072,000	
Student Services	\$924,000	
Auxiliary	\$1,404,000	
Student Financial Aid Set Asides	\$3,215,300	
Instruction	\$879,600	

27. Employment Agreement - U. T. San Antonio: Approval of amendments to terms of Employment Agreement for current Head Football Coach Jeffrey Michael Traylor

The following Head Football Coach Amendment No. 2 has been approved by the Chancellor, the Executive Vice Chancellor for Academic Affairs, and the Vice Chancellor and General Counsel and is recommended for approval by the U. T. System Board of Regents. If the Amendment is approved, total compensation for the contract period for Jeffrey Michael Traylor will be in excess of \$1 million. Such employment under the Agreement, as amended by Amendment No. 2, is subject to the Constitution and Bylaws of the National Collegiate Athletic Association, any intercollegiate athletic conference of which The University of Texas at San Antonio is a member, the Regents' *Rules and Regulations*, and the policies of The University of Texas at San Antonio. Any violation of the provisions of such constitution, bylaws, rules, regulations, or policies may be grounds for suspension without pay and/or dismissal.

From: **Guaranteed compensation:**

Annual Salary:

January 1, 2021 through December 31, 2021: \$630,000

January 1, 2022 through December 31, 2022: \$661,500

January 1, 2023 through December 31, 2023: \$694,575

January 1, 2024 through December 31, 2024: \$729,304

To: **Guaranteed compensation:**

Annual Salary:

January 1, 2021 through December 31, 2024: No change

January 1, 2025 through December 31, 2025: \$729,304

Source of Funds: Intercollegiate Athletics

Period: January 8, 2021 through December 31, 2025

HEALTH AFFAIRS COMMITTEE

28. Gift - U. T. Tyler: Authorization of expenditure by the Health Science Center at U. T. Tyler of a gift of \$26,659.57 for purchase of urology equipment at Jacksonville Hospital, LLC, dba U. T. Health Jacksonville; and finding of public purpose

Description: Approval is needed to authorize expenditure of a donated gift of \$26,659.57 for urology equipment for Jacksonville Hospital, LLC, dba U. T. Health Jacksonville. This hospital is part of the East Texas Health System, LLC, owned jointly by U. T. Health Science Center - Tyler (30%), and Ardent Health (70%), a private entity, and governed 50% and 50% by both entities.

Donor: Nan Travis Foundation

Value: \$26,659.57

Finding of Public Purpose: The Health Science Center at U. T. Tyler has determined that the expenditure of the gift of \$26,659.57 for purchase of urology equipment in a hospital owned by the East Texas Health System, LLC, supports the public mission of and serves a public purpose appropriate to the functions of the Health Science Center at U. T. Tyler. In authorizing the formation of the East Texas Health System, LLC, with Ardent Health on February 15, 2018, the Board of Regents found that U. T. Health Science Center - Tyler's participation in the LLC would strengthen academic and educational programs for students, residents, and other trainees; would enhance basic and clinical research capabilities; would allow for integration of community and public health initiatives; and would expand patient care services, improve health outcomes, and extend the reach of U. T. Health Science Center - Tyler in the community. That expansion was made possible in part by the transfer to the LLC of nine hospitals previously owned by Ardent Healthcare, one of which is now Jacksonville Hospital, LLC, dba U. T. Health Jacksonville. Accordingly, enhancements to that hospital will enhance the ability of the Health Science Center at U. T. Tyler personnel working at the facility to provide patient care services, leading to improved health outcomes. The Health Science Center at U. T. Tyler has also determined that those enhancements provide adequate consideration and benefits to the institution.

Finally, the Health Science Center at U. T. Tyler has also determined that, as the governance structure is set at 50% Ardent and 50% U. T. Health Science Center - Tyler, there are adequate safeguards in place to ensure the public purposes noted above will continue to be met on an ongoing basis.

29. Contract (funds coming in and going out) - U. T. Southwestern Medical Center: Sodexo Services of Texas Limited Partnership to provide operation and management of food services on campus, excluding hospital facilities

Agency: Sodexo Services of Texas Limited Partnership

Funds: Estimated funds going out are \$28,000,000 and funds coming in are \$45,000,000

Period: January 4, 2021 through August 31, 2028; will automatically renew two additional two-year terms

Description: Sodexo Services of Texas to provide operation and management of food services on U. T. Southwestern Medical Center campus, excluding hospitals.

30. Lease - U. T. Southwestern Medical Center: Authorization to lease approximately 16,545 square feet in Data Hall 2.3 located at 6431 Longhorn Drive, Irving, Dallas County, Texas, from Quality Investment Properties Irving, LLC, for use as the institution's primary data processing center

Description: Lease of approximately 16,545 square feet. The space is composed of approximately 12,906 square feet of raised floor space, which includes approximately 1,000 square feet of tape storage and burn-in space, plus approximately 2,127 square feet of office space and approximately 1,512 square feet of storage space, located at 6431 Longhorn Drive, Irving, Dallas County, Texas, for use as the institution's primary data processing center. The lease has one option to lease an additional 3,894 square feet in an adjacent space.

Lessor: Quality Investment Properties Irving, LLC, a Delaware limited liability company

Term: 10 years with two five-year renewal and two one-year renewal options and an option to cancel the lease at the end of seven years by paying a termination fee.

Lease Cost: An estimated \$18,552,303.50 in base rent, estimated operating expenses and other expenses, during the primary term of the lease, which includes an initial fit-out cost of approximately \$1,483,055.44 to be paid by the institution. The institution will also pay for electricity used during the Early Access Period when the institution installs its furniture, equipment, and cabling in the space.

31. Other Matters - U. T. Southwestern Medical Center: Approval to set differential tuition rate for Master of Science in Health Informatics

In Fall 2021, U. T. Southwestern Medical Center will begin offering a 36 semester credit hours in-person Master of Science (M.S.) in Health Informatics graduate program. The program is designed to bring learners with either a computer, data science, or Information Technology (IT) background together with learners from clinical disciplines to develop skills in both domains. Acquisition of these skills will enable program graduates to effect and improve access to care, patient outcomes, safety measures, costs, individual and population health in their organizations. By including the spectrum of students from IT professional to clinicians, the program will create a workforce that fits the spectrum of needs identified in the space and will address both IT-focused and clinical informatics-focused problems.

Tuition and fees are the primary funding sources for this program. Unlike the doctoral programs in the Graduate School of Biomedical Sciences, the Master of Science in Health Informatics will not be integrally associated with research expenditures and extramural research funding. It is an applied degree. Teaching by some of the course faculty would displace their clinical duties with concomitant requirement for clinical productivity; differential tuition will offset some of the clinical revenue these faculty would otherwise be generating. Costs for the other graduate programs in the Graduate School are partially supported by extramural research funds. Extramural funds are not available to cover this program. The proposed differential tuition will provide adequate resources for long-term sustentation and continuous quality improvement of the Health Informatics program.

Texas Education Code 54.0513 and 54.008 gives the authority to set tuition differentially among programs and levels to the U. T. Board of Regents. Accordingly, U. T. Southwestern Medical Center seeks approval for the proposed tuition and fee plan for the M.S. in Health Informatics. The tuition and fee proposal for this program for the 2021-2022 Academic Year is outlined below. Note that the Student Services Fee, Medical Service Fee, and Computer Use Fee are existing approved fees.

Table 1: Proposed resident tuition/ fee schedule for M.S. Health Informatics graduate program
M.S. Health Informatics: 36 credits

Semester Credit Hour	Statutory Tuition	Differential Tuition	Designated Tuition	Student Services	Medical Service Fee	Computer Use Fee
1	\$ 50	\$ 344	\$ 219	\$ 42	\$ 75	\$ 82
2	\$ 100	\$ 688	\$ 438	\$ 84	\$ 75	\$ 82
3	\$ 150	\$ 1,032	\$ 657	\$ 126	\$ 75	\$ 82
4	\$ 200	\$ 1,376	\$ 876	\$ 168	\$ 75	\$ 82
5	\$ 250	\$ 1,720	\$ 1,095	\$ 210	\$ 75	\$ 82
6	\$ 300	\$ 2,064	\$ 1,314	\$ 252	\$ 75	\$ 82
7	\$ 350	\$ 2,408	\$ 1,533	\$ 294	\$ 75	\$ 82
8	\$ 400	\$ 2,752	\$ 1,752	\$ 336	\$ 75	\$ 82
9	\$ 450	\$ 3,096	\$ 1,971	\$ 378	\$ 75	\$ 82
10	\$ 500	\$ 3,440	\$ 2,190	\$ 420	\$ 75	\$ 82
11	\$ 550	\$ 3,784	\$ 2,409	\$ 462	\$ 75	\$ 82
12	\$ 600	\$ 4,128	\$ 2,628	\$ 504	\$ 75	\$ 82
13	\$ 650	\$ 4,472	\$ 2,847	\$ 546	\$ 75	\$ 82
14	\$ 700	\$ 4,816	\$ 3,066	\$ 588	\$ 75	\$ 82
15	\$ 750	\$ 5,160	\$ 3,285	\$ 630	\$ 75	\$ 82

32. Contract (funds going out) - U. T. Medical Branch - Galveston: Smith & Nephew, Inc., to provide various categories of medical products

Agency: Smith & Nephew, Inc.

Funds: \$30,000,000

Period: October 23, 2020 through October 22, 2027

Description: Smith & Nephew, Inc., is an awarded supplier in many categories of products used at U. T. Medical Branch - Galveston (UTMB). UTMB is in need of a standard set of terms and conditions that can be used for categories awarded and standardized to UTMB. Therefore, a seven-year, \$30,000,000 agreement with Smith & Nephew, Inc., was established to provide general terms and conditions under which UTMB and Smith & Nephew, Inc., will enter into one or more individual contract supplements for the purchase of products. Supplement agreements will be linked to this contract for products to be used by UTMB. This Agreement has no specific products or services. Having this contract in place will create efficiency as the terms and conditions will not need to be negotiated for each supplement. Products purchased using an individual contract supplement to this Agreement will be competitively procured.

33. Contract (funds going out) - U. T. Medical Branch - Galveston: Sodexo Services of Texas Limited Partnership to provide food and nutrition services at clinical facilities

Agency: Sodexo Services of Texas Limited Partnership

Funds: \$102,225,368

Period: December 24, 2020 through December 23, 2025; with two 12-month renewal options

Description: Sodexo Services of Texas Limited Partnership to provide food and nutrition services to U. T. Medical Branch - Galveston. This Agreement was sourced via a U. T. Southwestern Medical Center Agreement through a Request for Proposal process.

34. Contract (funds coming in) - U. T. Health Science Center - Houston: To provide oral and maxillofacial surgery services to the Harris County Hospital District, dba Harris Health System

Agency: Harris County Hospital District, dba Harris Health System

Funds: \$7,117,588 for initial term, plus up to \$483,500 if performance metrics are met, for a total of \$7,601,088

Period: December 1, 2020 through June 30, 2022; thereafter, automatically renews for additional terms of two years each, unless terminated sooner between the parties by providing written notice.

Description: Provision of oral and maxillofacial surgery and orthodontic professional services to patients eligible for treatment at Harris Health System facilities and education and training of oral and maxillofacial residents.

35. Contract (funds coming in) - U. T. Health Science Center - Houston: To operate an in-district PK3-G1 charter school in Victoria Independent School District

Agency: Victoria Independent School District

Funds: Estimated \$1,250,000 per year (based on 61/39 split of per-student funding with 39% to U. T. Health Science Center - Houston)

Period: November 2020 through June 30, 2024

Description: Agreement for U. T. Health Science Center - Houston, through its Children's Learning Institute, to operate an in-district, pre-kindergarten 3 through first grade, charter school in Victoria Independent School District. Victoria ISD will hold the charter through the Texas Education Association. The Children's Learning Institute will provide management personnel and instructional program.

Although Board approval of this type of contract is delegated to the institutional president by Regents' Rule 10501, Board approval is sought due to the uniqueness of the proposal.

36. Contract (funds coming in) - U. T. Health Science Center - San Antonio: To provide physician medical, administrative support, non-emergency, and emergency services for Bexar County Hospital District, dba University Health System

Agency: Bexar County Hospital District, dba University Health System

Funds: Approximately \$153,673,019

Period: September 1, 2020 through August 30, 2021

Description: Master Health Care Services Agreement between U. T. Health Science Center - San Antonio and Bexar County Hospital District, dba University Health System.

This Agreement continues a long-standing arrangement between U. T. Health Science Center - San Antonio and University Health System under which U. T. Health Science Center - San Antonio provides physician medical, administrative support, non-emergency, and emergency services for University Health System.

U. T. Health Science Center - San Antonio bills and collects for all professional services supplied by its providers.

37. Contract (funds coming in) - U. T. M. D. Anderson Cancer Center: To provide consulting services to Concord Hospital Management Group, Ltd.

Agency: Concord Hospital Management Group, Ltd.

Funds: Base fee of \$14,640,000 plus reimbursable expenses, currently estimated to be \$3,500,000

Period: Effective December 14, 2020 for a period of 10 years

Description: U. T. M. D. Anderson Cancer Center to provide advisory and consulting services with respect to the development and enhancement of Concord Hospital Management Group, Ltd., and its affiliates' cancer care programs, currently located in Shanghai, China, and such other sites as may be added by amendment. Advisory services will include: clinical practice program development, cancer center program development, medical direction, physician education and staff education, cancer program assessment, and strategic and business support.

38. Contract (funds going out) - U. T. M. D. Anderson Cancer Center: Nordic Consulting, LLC, to deliver information technology services

Agency: Nordic Consulting, LLC

Funds: Total cost of services under this Agreement, including all renewals, will not exceed \$46,800,000

Period: December 15, 2020 through December 14, 2025; with three one-year renewal options

Description: Nordic Consulting, LLC, through this Master Services Agreement, will offer resources consisting of trained and experienced personnel to provide project-based support to U. T. M. D. Anderson Cancer Center's Information Services division in the Enterprise Business Systems (EBS) work area. Other areas include Analytics, Project Manager/Business Analyst, and Managed Services. Implementation support will also be provided to support U. T. M. D. Anderson Cancer Center's project implementation activities and initiatives. The Agreement was competitively bid.

39. Contract (funds going out) - U. T. M. D. Anderson Cancer Center: First Amendment to Agreement with JB York Construction, Incorporated, to provide job order contracting services for maintenance, repair and related services in the Houston area

Agency: JB York Construction, Incorporated

Funds: Total contract value, including all renewals, is estimated to be \$10,500,000, although the maximum amount is indeterminable at this time

Period: September 15, 2020 through September 14, 2021; with two additional 12-month renewal options remaining

Description: JB York Construction, Incorporated, will act as a general contractor to provide general and specific maintenance, repair, minor facility refresh, and related services for projects on a per-project basis via the initial master job order contract, effective September 17, 2018, to September 16, 2020. JB York Construction, Incorporated, will provide all material, labor, equipment, and services necessary for completion of the project. Services are on a nonexclusive, indefinite quantity basis, and there is no minimum amount of work required.

The First Amendment, effective September 15, 2020, extends the term to September 14, 2021. There are two additional 12-month renewal options remaining. The initial Agreement was competitively bid. The initial Agreement did not require Board approval as the anticipated contract value was within the institution's delegated approval threshold. The total contract value, including all remaining renewals, is estimated to be \$10,500,000.

40. Contract (funds going out) - U. T. M. D. Anderson Cancer Center: First Amendment to Agreement with Perkins + Will to provide architectural services

Agency: Perkins + Will

Funds: Total contract value is estimated to be \$5,400,000, although the maximum amount is indeterminable at this time

Period: January 1, 2019 through January 5, 2022; with no renewal options remaining

Description: A job order contracting agreement. Perkins + Will will act as a general contractor to provide architectural and related technical services for projects on a per-project basis requested by U. T. M. D. Anderson Cancer Center. Perkins + Will will provide architecture for the renovation, alteration, repair, or maintenance of health care and related administrative office facilities and their infrastructure systems or portions thereof. Services are on a nonexclusive, indefinite quantity basis, and there is no minimum amount of work required. The initial term of the Agreement was January 6, 2017 through January 5, 2019.

The First Amendment extends the initial term to January 5, 2022, using all renewals. The initial Agreement was competitively bid. The initial Agreement did not require Board approval as the anticipated contract value was within the institution's delegated approval threshold. The total contract value is estimated to be \$5,400,000.

41. Contract (funds going out) - U. T. M. D. Anderson Cancer Center: Fifth Amendment to Agreement with Ernst & Young LLP to provide proprietary information protection to all U. T. M. D. Anderson campuses and new locations

Agency: Ernst & Young LLP

Funds: Total value of the services under the Agreement is approximately \$9,000,000

Period: February 15, 2021 through February 1, 2023

Description: Ernst & Young LLP has a program that will integrate U. T. M. D. Anderson Cancer Center's wide range of efforts and processes into a streamlined, proactive effort to mitigate insider threat activity across defined domains. Ernst & Young LLP will use a phased approach to assess, design, build, implement, and operationalize the program, leveraging a variety of nontechnical and technical controls and methods to identify and mitigate insider threats. The initial Agreement, effective from January 31, 2018, to February 1, 2023, has no renewal options and was competitively bid. The First Amendment and Second Amendment, effective September 7, 2018, and March 4, 2020, respectively, added additional Scopes of Work and did not change the cap amount or the contract term. The Third Amendment increased the cap amount to \$4,700,000 and the Fourth Amendment increased the cap amount to \$5,000,000 and were effective May 8, 2020, and September 28, 2020, respectively. The Fourth Amendment also added an additional Scope of Work. Neither the Third nor Fourth Amendment required Board approval as the respective cap amounts were within the institution's delegated approval threshold. The Fifth Amendment, effective November 2, 2020, increases the cap amount to \$9,000,000 and does not change the contract term. U. T. M. D. Anderson Cancer Center plans to rebid this contract at the end of its term.

42. Purchase - U. T. M. D. Anderson Cancer Center: Authorization to purchase two tracts of unimproved land totaling approximately 31.8 acres located at the intersection of Interstate Highway 69 frontage road and University Boulevard, and Lexington Boulevard and Aberfeldy Street, Sugar Land, Fort Bend County, Texas, from NNP-Telfair, LLC, for future mission use, including the development and operation of clinical facilities

Description: Purchase of two tracts of unimproved land consisting of approximately 31.8 acres located at the intersection of the Interstate Highway 69 (also known as U.S. Highway 59) frontage road and Taborwood Avenue, Sugar Land, Fort Bend County, Texas (the Property), and authorization for the Executive Vice Chancellor for Business Affairs to execute all documents, instruments, and other agreements, and to take all further actions deemed necessary or advisable to purchase the Property. The Property will be used by U. T. M. D. Anderson Cancer Center for future mission use including the future development and operation of clinical facilities.

This acquisition complements approximately 8.7 acres of vacant land purchased in 2017 located across Taborwood Avenue from the Property.

U. T. M. D. Anderson Cancer Center currently leases existing space for clinical use in Sugar Land through August 2024. The institution anticipates that it will, in the future, develop facilities on the Property to augment or replace such leased facilities.

Seller: NNP-Telfair, LLC, a Texas limited liability company

Purchase Price: Not to exceed fair market value as determined by an independent appraisal performed by Valbridge Property Advisors; appraisal confidential pursuant to *Texas Education Code* Section 51.951

43. **Sale - U. T. M. D. Anderson Cancer Center and U. T. Health Science Center - Houston: Authorization to sell to Texas Medical Center three tracts of land held on behalf of U. T. M. D. Anderson Cancer Center for use in connection with the proposed TMC3 research park, one site consisting of approximately 15,560 square feet of land, a second site consisting of approximately 1,257 square feet of land for access to the TMC3 research park, and a third site consisting of approximately 4,563 square feet of land for access to the TMC3 research park with the retention of an access easement in favor of the Board of Regents for this third site and, also, authorization for the Board of Regents on behalf of both institutions to acquire a surface easement consisting of approximately 9,953 square feet from Texas Medical Center for a skybridge to permit the connection of proposed future research buildings to be built by U. T. M. D. Anderson Cancer Center and/or U. T. Health Science Center - Houston located South of Old Spanish Trail to the TMC3 research park**

Description: These four transactions are proposed to enhance TMC3 by expanding the area of the project with the sale of approximately 15,560 square feet adjacent to TMC3 owned by the Board of Regents, but not needed for mission purposes due to small size and constrained location. The sale of approximately 1,257 square feet and 4,563 square feet will permit the completion of construction of two drives to access TMC3 from Bertner Street. TMC may elect not to buy the 1,257 square foot tract of land. The Board of Regents will retain an access easement across the 4,563 square feet to permit access to Bertner Street from an approximate 2.89-acre tract owned by the Board of Regents that is adjacent to the 4,563 square feet that is to be conveyed. The two U. T. institutions plan to build one or more future research buildings on the south side of Old Spanish Trail on land owned by the Board of Regents known as the South Campus. The approximately 9,953 square feet of skybridge easement is being acquired to permit the construction of a skybridge to connect the planned future research buildings that may be constructed on the South Campus with the TMC3 main campus. The skybridge will be constructed at U. T. expense.

Buyer/Grantor: Texas Medical Center, a Texas non-profit corporation (TMC)

Cost: Both U. T. and TMC have agreed on a base fee simple value of \$230 per square foot for the tracts involved in this exchange. The surface and aerial skybridge easement is valued at 90% of fee simple value, or \$207 per square foot. The estimated value for the three tracts to be acquired by TMC is \$4,917,400 and the estimated value of the easement to be exchanged with U. T. is \$2,060,271 for a total transactional value of an estimated \$6,977,671. TMC will pay the difference in value at Closing, estimated at \$2,857,129 if it acquires all of the tracts.

Appraisals:

Reliance was placed on the following appraisals: \$230 per square foot for fee simple value of the constrained tract per appraisal dated effective December 9, 2020, performed by JLL Valuation & Advisory Services, LLC.; Skybridge easement estate is valued at \$207 per square foot per appraisal dated effective December 10, 2020, performed by JLL Valuation & Advisory Services, LLC.; In addition, U. T. M. D. Anderson obtained the following recent appraisals covering some of the tracts: \$215 per square foot for the fee simple value of the constrained tract, and \$250 per square foot for fee simple value for the parent tract of the driveway parcels, per appraisal dated effective December 16, 2019, performed by Colliers International Valuation and Advisory Services.

FACILITIES PLANNING AND CONSTRUCTION COMMITTEE

No items for Consent Agenda